



D1909431

CITATION

LEGAL AFFAIRS

AUG 07 2019

LISA CAUSEY STREETE

Tenth Judicial District Court

VS

Parish of Natchitoches

BLUE CROSS AND BLUE SHIELD OF
LOUISIANA

State of Louisiana

DOCKET NUMBER: C-91269 B

TO: BLUE CROSS AND BLUE SHIELD OF LOUISIANA
THROUGH ITS AGENT OF SERVICE PROCESS: HERSHEL C. ADCOCK
5525 REITZ AVENUE
BATON ROUGE, LA 70809

YOU HAVE BEEN SUED.

Attached to this Citation is a certified copy of the Petition. The petition tells you what you are being sued for.

You must EITHER do what the petition asks, OR, within FIFTEEN (15) days after you have received these documents, you must file an answer or other legal pleadings in the Office of the Clerk of this Court at the Natchitoches Parish Courthouse, in the City of Natchitoches in said Parish.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within FIFTEEN (15) days, judgment may be entered against you without further notice.

Witness the Honorable Judges of our said Court on this JULY 16, 2019.

DAVID STAMEY, Clerk of Court

BY: 
Deputy Clerk
Natchitoches Parish

ATTORNEY:

LISA C. STREETE

ATTACHMENTS:

CERTIFIED COPY OF PETITION FOR DAMAGES

NOTICE

Access to the Natchitoches Parish Courthouse is available to those persons with disabilities who require a ground level entrance through the St. Denis Street entrance. To request special accommodation call the Clerk of Court at (318) 352-8152 or the office of the Chief Judge at (318) 357-2210. The following facilities are available to persons with disabilities:

- *Ground level access at St. Denis Street entrance to courthouse
- *Handicapped accessible elevator to all floors
- *Wheelchair accessible doors to courtrooms

LEGAL AFFAIRS

RECEIVED AND FILED
DAVID STAMEY
CLERK OF COURT

AUG 07 2019

2019 JUL 16 P 2:06

Danielle B. Green

NUMBER: *911269-B*

LISA C. STREETE AND JON STREETE,
individually and on behalf of their minor child,
J.S.

TENTH JUDICIAL DISTRICT COURT

Vs.

BLUE CROSS AND BLUE SHIELD
OF LOUISIANA

NATCHITOCHES PARISH, LOUISIANA

PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, comes and appears LISA C. STREETE and JON STREETE, individually and on behalf of their minor child, J.S., both residents of the lawful age of the Parish of Natchitoches, Louisiana, respectfully represents and prays that:

JURISDICTION AND VENUE

1.

The Defendant herein is:

BLUE CROSS AND BLUE SHIELD OF LOUISIANA, is a Louisiana corporation authorized to do and doing business in the State of Louisiana, who has appointed as its agent for service of process Herschel C. Adcock, 5525 Reitz Avenue, Baton Rouge, Louisiana, 70809

2.

Petitioners herein are citizens and residents of Natchitoches, Parish, Louisiana:

- (a) Lisa C. Streete, who is the mother of J.S. As such, she is a proper party to represent the rights of her minor child pursuant to article 683(B) of the Louisiana Code of Civil Procedure.
- (b) Jon Streete, who is the father of J.S. As such, he is a proper party to represent the rights of his minor child pursuant to article 683(B) of the Louisiana Code of Civil Procedure.

3.

The contract of insurance at issue in this case was executed in Natchitoches Parish, Louisiana, and the obligations and performance required under the policy occurred within Natchitoches Parish, Louisiana.

4.

Jurisdiction and venue are therefore proper in Natchitoches Parish, Louisiana.

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ATTEST A TRUE COPY
This the *16th* day of *July*, 20*19*
DAVID STAMEY, CLERK, 10th JDC., LA
By *Danielle B. Green* Dy. Clerk

FACTS

5.

At all times relevant to this matter, J.S., was insured under a policy of group health insurance issued by BLUE CROSS AND BLUE SHIELD OF LOUISIANA ("Defendant or BCBS") to ROBERT L. SALIM, APC.

6.

The policy is identified as a Group Policy, being Policy No. 27D41ERC 0000, said policy having an original effective date of May 1, 2009, and an amended effective date of May 1, 2019. The group insurance policy is not subject to the Employment Retirement Income Security Act of 1974 ("ERISA"), and therefore, Defendant is not exempt from any State law causes of action alleged by Plaintiffs.

7.

Shortly after birth, J.S. was diagnosed with microphthalmia and coloboma in his left eye, and he underwent multiple surgeries after his retina detached in that eye in hopes of preserving any vision he may have had.

8.

After determining no potential for vision in the left eye, J.S.'s medical providers recommended an ocular prosthesis.

9.

At all times relevant hereto, Defendant had no in-network or participating ocularists, so Plaintiffs chose a provider, Soper Brothers, Inc. located in Houston, Texas.

10.

J.S. was fitted for a conformer on April 2, 2018, and an ocular prosthesis on May 2, 2018, and October 17, 2018.

11.

On June 25, 2018, Plaintiffs properly presented claims for insurance coverage and benefits under the group health plan referenced above for the April 2, 2018, conformer and the May 2, 2018, ocular prosthesis.

12.

On July 2, 2018, Defendant received the claim forms via certified mail.

13.

On September 24, 2018, Defendant's representative confirmed receipt of the April 2, 2018, and May 2, 2018, claims in a telephone conversation with Lisa Streete.

14.

On or about October 10, 2018, BCBS paid a portion of the smaller claim for the conformer.

15.

On March 25, 2019, Plaintiffs appealed the decision to exclude \$326.82 of the charges, and requested Defendant to provide all relevant documents related to the claim.

16.

On March 25, 2019, and out of an abundance of caution, Plaintiffs filed an amended claim for the May 2, 2018, ocular prosthetic, which only added the physician's signature to the claim form, and also sent a letter to the grievance department notifying Defendant of its failure to promptly process and pay the May 2, 2018, claim.

17.

Certified mail receipt confirms Defendant received the amended claim form on March 28, 2019.

18.

On March 25, 2019, Plaintiffs also submitted a claim for the ocular prosthesis services performed on or about October 17, 2018.

19.

The certified mail receipt confirms Defendants received the claim for the October 2018, prosthesis on March 28, 2019.

20.

On April 18, 2019, BCBS denied the Plaintiffs' First Level Administrative Appeal for the conformer claim.

21.

On or about April 23, 2019, BCBS re-adjudicated the conformer claim and paid an additional portion of the claim amount.

22.

On or about May 23, 2019, BCBS paid a portion of the claim for the ocular prosthetic services performed on October 17, 2018, excluding over half of the claim amount.

23.

As of the date of filing this Complaint, BCBS has not provided Plaintiffs with an Explanation of Benefits regarding the processed claim for services rendered on October 17, 2018.

24.

After months of BCBS representatives promising that a portion of the May 2, 2018, charges will be paid, BCBS, as of the date of filing this Complaint, has not paid the claim or otherwise notified Plaintiffs of any adverse decision, requested additional information, or requested any extension of time to process the claim.

25.

Given that Defendant has failed to follow the requisite claim procedures with regard to the claims, the administrative remedies set forth in the Group Policy are deemed exhausted and are futile.

CAUSES OF ACTION

BREACH OF CONTRACT

26.

At all relevant times, Plaintiffs complied with the terms of the Group Policy required for coverage under the terms and conditions of said policy.

27.

Plaintiffs properly submitted claims for benefits under the Group Policy.

28.

Defendant, BLUE CROSS AND BLUE SHIELD is obligated to pay for prosthetic appliances, devices and services, subject to the terms of coverage amounts.

29.

Defendant, BLUE CROSS AND BLUE SHIELD OF LOUISIANA was provided with properly presented claims and breached its contract when it failed to timely and properly process and adjudicate the claims as required by the Group Policy and Louisiana law.

30.

Plaintiffs have sustained actual damages as a direct result of Defendant's breach of contract.

BAD FAITH

31.

Defendant, BLUE CROSS AND BLUE SHIELD OF LOUISIANA, as an insurer, owes Plaintiffs, as an insured, a duty to deal fairly and act in good faith under Louisiana law.

32.

The acts and omissions of Defendant in the investigation, evaluation, delay, and decision on Plaintiffs' claims were unreasonable, improper, contrary to establish medical standards, and constitute bad faith for which Plaintiffs seek penalties and attorney's fees in accordance with Louisiana Revised Statute 22:1821.

33.

Plaintiffs shows that Defendant received written notice and Proof of Claim and Defendant's failure to promptly adjudicate the claim is without just and reasonable grounds, thus entitling Plaintiffs to penalties and attorney's fees as provided in Louisiana Revised Statute 22:1821.

34.

Defendant's actions with regard to the claims process handling intentionally or recklessly caused severe emotional distress to Plaintiffs beyond that which a reasonable person should be expected to endure.

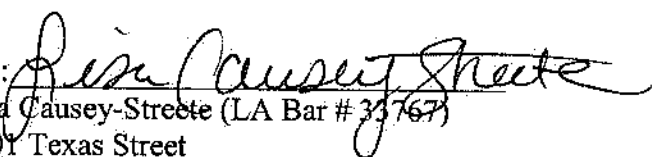
35.

As a direct and proximate result of Defendant's actions, Plaintiffs have sustained injuries, including, but not limited to, monetary losses, stress, mental anguish, and emotional distress.

PRAYER

WHEREFORE, Plaintiffs pray that this Petition be filed, and after due proceedings had there be judgment herein in favor of Plaintiffs, Lisa C. Streete and Jon B. Streete, individually and on behalf of their minor son, J.S., and against defendant, BLUE CROSS AND BLUE SHIELD OF LOUISIANA, for all damages warranted, plus penalties and attorney's fees, together with legal interest on said sum from date of judicial demand until paid.

Respectfully submitted,

BY: 
Lisa Causey-Streete (LA Bar # 33767)
1901 Texas Street
Natchitoches, LA 71457
Phone: (318) 352-5999
Facsimile: (318) 354-1227

PLEASE SERVE:

BLUE CROSS AND BLUE SHIELD OF LOUISIANA
through the its agent of service of process
5525 Reitz Avenue
Baton Rouge, Louisiana 70809